EXHIBIT 5

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN NORTHERN DIVISION

Christine Thomsen, Donna Miller,)	
Shelbi Farrington, Dianna Kometh,)	
Sally Labree, Harry Peterson, Patrick)	
Burnham, David Teverbaugh, Richard)	
Journagin, Gale Marie Jackson,)	Case No. 1:22-cv-10271-TLL-
Edward Cable, Carole Dangelo,)	PTM
Sophia Marks, Albert Shearer, and)	
Rebecca Younk, on behalf of)	Hon. Thomas L. Ludington
themselves and all others similarly)	Hon. Patricia T. Morris
situated,)	
)	
Plaintiffs,)	CLASS ACTION
)	
v.)	
)	
Morley Companies, Inc.,)	
)	
Defendant.)	

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVIDING NOTICE

This case is before the Court on Plaintiffs Christine Thomsen's, Donna Miller's, Shelbi Farrington's, Dianna Kometh's, Sally Labree's, Harry Peterson's, Patrick Burnham's, David Teverbaugh's, Richard Journagin's, Gale Marie Jackson's, Edward Cable's, Carole Dangelo's, Sophia Marks', Albert Shearer's, and Rebecca Younk's (collectively, "Plaintiffs") Unopposed Motion for Preliminary

Approval of the Class Action Settlement (the "Motion"). The Court, having considered the Motion, the supporting brief, the Parties' Settlement Agreement dated August 24, 2022 (the "Settlement Agreement"), attached hereto as Exhibit 1; the proposed Long Notice, Short Notice, and Claim Form (attached as Exhibits A, B, and C, respectively, to the Settlement Agreement); the pleadings and other papers filed in this Action; and the statements of counsel and the Parties, and for good cause shown.

IT IS HEREBY ORDERED as follows:

Preliminary Approval of Settlement Agreement

- 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.
- 2. This Court has jurisdiction over the Litigation, Plaintiffs, all Settlement Class Members, Defendant Morley Companies, Inc. ("Morley" or "Defendant"), and any party to any agreement that is part of or related to the Settlement.
- 3. The Court finds that the proposed Settlement set forth in the Settlement Agreement is sufficiently fair, reasonable and adequate such that it is hereby preliminarily approved and notice of the settlement should be provided to the Settlement Class Members and that a hearing shall be held as set forth below.

Class Certification

- 4. Solely for purposes of the Settlement, the Court conditionally certifies the following class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) ("Settlement Class"):
 - All natural persons residing in the United States who were sent notice letters notifying them that their Private Information was compromised in the Data Incident announced by Defendant on or about August 1, 2021.
- 5. Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.
- 6. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Fed. R. Civ. P. 23(a) and (b), are satisfied in that:
 - a. the Settlement Class is so numerous that joinder of all members is impracticable;
 - b. there are questions of law or fact common to the SettlementClass;

- c. Plaintiffs and Class Counsel (as defined below) fairly and adequately represent the Settlement Class;
- d. the claims of Plaintiffs are typical of those of Settlement Class
 Members;
- e. common issues predominate over any individual issues affecting the members of the Settlement Class;
- f. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- g. settlement of the Litigation on a class-action basis is superior to other means of resolving this matter.
- 7. The Court appoints Bryan L. Bleichner of CHESTNUT CAMBRONNE PA as Settlement Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.
- 8. The Court hereby appoints Plaintiffs Christine Thomsen, Donna Miller, Shelbi Farrington, Dianna Kometh, Sally Labree, Harry Peterson, Patrick Burnham, David Teverbaugh, Richard Journagin, Gale Marie Jackson, Edward Cable, Carole

Dangelo, Sophia Marks, Albert Shearer, and Rebecca Younk as the Class Representatives for settlement purposes only on behalf of the Settlement Class.

Notice to Settlement Class Members

- 9. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves the Long Notice and the Short Notice (the "Settlement Notices"), attached as Exhibits A and B, respectively, to the Settlement Agreement and attached to this Order as Exhibit 1, and finds that the dissemination of the Settlement Notices substantially in the manner and form set forth in §§ 3.1-3.3 of the Settlement Agreement attached as Exhibit 1 to this Order complies fully with the requirements of the Federal Rule of Civil Procedure 23 and due process of law, and is the best notice practicable under the circumstances.
- 10. The Court further approves the Claim Form, substantially similar to Exhibit C to the Settlement Agreement attached as Exhibit 1 to this Order, which will be available both on the Settlement Website and by request.
- 11. The notice procedures described above are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

- 12. The Court hereby orders that, within fourteen (14) days of entry of this Order, Morley shall provide to the Claims Administrator the contact information of Settlement Class Members, including names and physical addresses, that is currently in Morley's possession.
- 13. No later than thirty (30) days from the date of this Order preliminarily approving the Settlement ("Notice Commencement Date"), Class Counsel shall cause the Claims Administrator to send via U.S. mail the Short Notice to each Settlement Class member and shall cause to be published the Long Notice, thereby making it available to the rest of the Settlement Class as stated in the proposed Notice Plan.
- 14. Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Morley shall cause to be filed with the Court an appropriate affidavit or declaration from the Claims Administrator with respect to complying with the Notice Plan.
- 15. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid from the Settlement Fund.
- 16. The Settlement Notices and Claim Form satisfy the requirements of due process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are approved for dissemination to the Settlement Class. The Claim Form shall be made

available to the Settlement Class as set forth on the Notice Plan and shall be made available to any potential Class Member that requests one.

Responses by Settlement Class Members and the Scheduling of the Final Approval Hearing

- 17. Settlement Class Members may opt-out or object up to sixty (60) days from the Notice Commencement Date (the "Opt-Out Deadline").
- 18. Any member of the Settlement Class who or that wishes to be excluded ("opt out") from the Settlement Class must send a written request to the designated Post Office Box established by the Claims Administrator postmarked on or before the Opt-Out Deadline. Members of the Settlement Class may not opt-out of the Settlement by submitting requests to opt-out as a group or class, but must in each instance individually and personally sign and submit an opt-out request. All Settlement Class Members that opt-out of the Settlement will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Morley.
- 19. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Settlement Class Member objected to the Settlement and

whether or not such Settlement Class Member received consideration under the Settlement Agreement.

20. The Court adopts the following schedule for the remaining events in this case, which ensures that the appropriate state and federal officials are served with the notification required by the Class Action Fairness Act:

Event	Date
Morley provides CAFA Notice required by 28 U.S.C. § 1715(b)	Within 10 days after the filing of this Motion
Morley to provide contact information for Settlement Class Members	Within 14 days after entry of Preliminary Approval Order
Notice Program commences	Within 30 days after entry of Preliminary Approval Order
Notice Program concludes	Within 45 days after entry of Preliminary Approval Order
Compliance with CAFA Waiting Period under 28 U.S.C. § 1715(d)	90 days after the appropriate governmental officials are served with CAFA Notice
Postmark deadline for Request for Exclusion (Opt-Out) or Objections	60 days after commencement of Notice Program
Deadline to file Plaintiffs' Motion for Final Approval of the Settlement Agreement and Motion for Attorneys' Fees, Expenses, and Service Awards	No later than 14 days prior to the Final Fairness Hearing
Postmark / Filing Deadline for Filing Claims	90 days after commencement of the Notice Program

Deadline for Plaintiffs to file any Response to Objections or Supplement to Motion for Final Approval	· ·
Deadline for Claims Administrator to File or Cause to be Filed, if Necessary, a Supplemental Declaration with the Court	At least 5 days prior to the Final Fairness Hearing
Final Approval Hearing	To be set by the Court and held at the United States District Court for the Eastern District of Michigan, United States Post Office Building, 1000 Washington Ave., Bay City, MI 48708, in Courtroom – Floor and/or by virtual attendance, details of which to be provided before the Final Approval Hearing on the Settlement Website.

- 21. A hearing on the Settlement (the "Final Approval Hearing") shall be held before this Court on a date set by the Court.
- 22. At the Final Approval Hearing, the Court will consider (a) the fairness, reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Litigation; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Litigation. Class Counsel's application for award of attorney's fees and costs, and request for the

Court to award a service award to the named Plaintiffs, shall also be heard at the time of the hearing.

- 23. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of notice, the Opt-Out deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order. The Court may also decide to hold the hearing via zoom or telephonically. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website.
- 24. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through its own attorney. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.
- 25. Any person or entity who or which does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Settlement Class Member may object to, among other things, (a) the proposed Settlement, (b) entry

of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for fees and expenses, or (d) the service award request, by mailing a written objection, with a postmark date no later than the Objection Date, to Class Counsel and Morley's counsel. The Settlement Class Member making the objection (the "Objector") or his or her counsel may also file an objection with the Court through the Court's Electronic Court Filing ("ECF") system, with service on Class Counsel and Morley's Counsel made through the ECF system. For all objections mailed to Class Counsel and counsel for Morley, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

26. The Objector's objection must be either (1) filed with the Court no later than sixty (60) days after the Notice Commencement Date or (2) mailed to Class Counsel and Morley's counsel, with a postmark date of no later than sixty (60) days after the Notice Commencement Date. To be valid, the objection must include: (i) the Objector's full name and address; (ii) the case name and docket number, *Thomsen, et al. v. Morley Cos., Inc.*, Case No. 1:22-cv-10271-TLL-PTM (E.D. Mich.); (iii) information identifying the Objector as a Settlement Class Member, including proof that the Objector is a member of the Settlement Class (e.g., copy of the Objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the Objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by

any legal support for the objection the Objector believes applicable; (v) the identity of any and all counsel representing the Objector in connection with the objection; (vi) a statement whether the Objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the Objector's signature or the signature of the Objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

- 27. Only Settlement Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not timely file and serve an objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs, and expenses; and/or (e) the service award request for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.
- 28. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the Settlement.
- 29. Upon entry of the Order and Final Judgment, all members of the Settlement Class that have not personally and timely requested to be excluded from

the Settlement Class will be enjoined from proceeding against Morley with respect to all of the Released Claims.

- 30. Morley shall cause to be prepared and sent all notices that are required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715. The costs associated with providing notice under CAFA shall be paid from the Settlement Fund.
- 31. Class Counsel and counsel for Morley shall cooperate promptly and fully in the preparation of such notices, including providing Morley with any and all information in its possession necessary for the preparation of these notices. Morley shall provide, or cause to be provided, courtesy copies of the notices to Class Counsel for the purpose of implementing the settlement. Morley shall provide notice to Class Counsel of compliance with the CAFA requirements within ten (10) days of providing notice to Attorneys General under CAFA.

Administration of the Settlement

32. The Court hereby appoints the claims administrator proposed by the parties, Epiq Class Action & Claims Solutions, Inc. and/or its affiliate Hillsoft Notifications (together, "Claims Administrator"). Responsibilities of the Claims Administrator shall include: (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating notice to the Class; (c) developing a website to enable Settlement Class Members to access

documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to claims administration; and (e) distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement, the Claims Administrator and costs of administration shall be paid from the Settlement Fund.

- 33. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement—the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims against Morley and any other Released Entity, and Morley and any other Released Entities shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). The Litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.
- 34. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or

contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Morley as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed Settlement.

IT IS SO ORDERED.

Dated:	
	The Honorable Thomas L. Ludington
	United States District Court Judge

EXHIBIT A

Postcard Notice

Front of Postcard:

Morley Claims Administrator PO Box XXXX Portland, OR 972XX-XXXX

If you were notified of a Data Incident involving Morley on or about August 1, 2021, you may be entitled to benefits from a settlement.

Back of Postcard:

A class action settlement has been reached in a lawsuit against Morley Companies, Inc. ("Morley"), arising out of an August 1, 2021, Data Incident that potentially resulted in the exposure of your Private Information. To submit a claim, please visit www.MorleySettlement.com.

You are receiving this notice because you may be a Settlement Class Member. Under the terms of the Settlement, you may be able to recover the following:

Out-of-Pocket Expenses: Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$2,500 for certain documented Out-of-Pocket Expenses that are reasonably traceable to the Data Incident.

Lost Time Claims: A cash payment for up to four hours for time spent dealing with the Data Incident (at \$20 per hour) if you attest on your Claim Form that the lost time was spent as a result of the Data Incident.

California Statutory Payment: If you were a resident of California at the time of the Data Incident, you can receive \$75 in compensation. No documentation is required to be submitted with your claim to receive this benefit.

Credit Monitoring: All Settlement Class Members who did not previously claim credit and identity monitoring provided by IDX will be provided a new offer and activation code valid for 90 days to claim 3-bureau credit monitoring for a three-year period from Month DD, 2022, the Effective Date of the Settlement. All Settlement Class Members who previously claimed credit and identity monitoring provided by IDX are entitled to a minimum three-year extension of the term of their IDX monitoring.

Password Managing Service: Upon filing a Claim, Settlement Class Members will be sent activation codes valid for 90 days to enroll in Password Managing Service.

The easiest way to submit a Claim is online at www.MorleySettlement.com using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online on or before **MONTH DAY, 20XX**. You can also exclude yourself or object to the Settlement on or before **MONTH DAY, 20XX**. If you do not exclude yourself from the Settlement, you will remain a Class Member and will give up the right to sue Morley for the claims

resolved by the Settlement. A summary of your rights under the Settlement and instructions regarding how to submit a Claim Form, exclude yourself, or object are available at www.MorleySettlement.com.

The Court will hold a Final Fairness Hearing on **MONTH DAY, 20XX**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also listen to people who have asked to speak at the Hearing. You may attend the Hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary.

EXHIBIT B

If you were notified of a Data Incident involving Morley on or about August 1, 2021, you may be entitled to benefits from a settlement.

A federal court has authorized this Notice. This is <u>not</u> a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Morley Companies, Inc. ("Morley" or "Defendant") regarding a ransomware-type malware attack on Morley's network and computer systems, that potentially resulted in unauthorized access to Private Information (Social Security numbers, names, addresses, dates of birth, driver's license numbers, client identification numbers, medical diagnostic and treatment information, and health insurance information) of Settlement Class Members (the "Data Incident").
- You are a "Settlement Class Member" if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Data Incident that occurred on or about August 1, 2021.
- Settlement Class Members may be able to recover the following Settlement benefits:
 <u>Claimed Benefits:</u> All Settlement Class Members can submit a Claim Form for one or more of the following:
 - 1. **Out-of-Pocket-Expenses Claims:** Reimbursement of up to \$2,500 for certain documented Out-of-Pocked Expenses related to the Data Incident;
 - 2. **Lost-Time Claims:** A cash payment for up to four (4) hours of time spent because of the Data Incident, calculated at \$20 per hour;
 - 3. **California Claims:** A \$75 cash payment for all Settlement Class Members who were a resident of California at the time of the Data Incident;
 - 4. **Credit Monitoring:** Settlement Class Members who did not previously claim credit and identity monitoring provided by IDX will be provided an offer to claim three (3) years of 3-bureau credit monitoring from Month DD, 2022, the Effective Date of the Settlement; and
 - 5. **Password Managing Services:** Settlement Class Members will have the opportunity to enroll in one (1) year of Kroll's "Dashlane" Password Managing Services (or a similar product).

<u>Automatic Benefits:</u> All Settlement Class Members who previously claimed credit and identity monitoring provided by IDX are entitled to a minimum 3 (three) year extension of the term of their IDX monitoring. You do <u>not</u> need to submit a Claim Form to receive this benefit.

This Notice may affect your rights. Please read it carefully.

	Your Legal Rights and Options	Deadline
SUBMIT A CLAIM FORM	To get Settlement benefits for Out-of-Pocket Expenses, Lost- Time, California Claims, Credit Monitoring, and/or Password Managing Services you must submit a Claim Form. You do <u>not</u> need to submit a Claim Form to receive Automatic Benefits.	MONTH DD, 2022
EXCLUDE YOURSELF	Get no Settlement benefits. Keep your right to file your own lawsuit against the Defendant about the legal claims in this case.	MONTH DD, 2022
Овјест	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	MONTH DD, 2022
Do Nothing	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and costs. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

27. How do I get more information?

BASIC INFORMATION

1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Thomas L. Ludington and Magistrate Patricia T. Morris of the United States District Court of the Eastern District of Michigan are overseeing this class action. The case is known as *Thomsen, et al. v. Morley Cos., Inc.*, Case No. 1:22-cv-10271-TLL-PTM (E.D. Mich.) (the "Litigation"). The people who filed this lawsuit are called the "Plaintiffs" or "Representative Plaintiffs" and the company sued, Morley Companies, Inc., is called "Morley" or the "Defendant."

2. What is this lawsuit about?

The Plaintiffs allege that on or about August 1, 2021, an unauthorized user launched a ransomware-type malware attack on Morley's network and computer systems, which potentially resulted in unauthorized access to the Private Information (Social Security numbers, names, addresses, dates of birth, driver's license numbers, client identification numbers, medical diagnostic and treatment information, and health insurance information) of Settlement Class Members.

The Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. The Defendant denies these and all other claims made in the Litigation. By entering into the Settlement, the Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, Representative Plaintiffs sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

The Representative Plaintiffs in this case are Christine Thomsen, Donna Miller, Shelbi Farrington, Dianna Kometh, Sally Labree, Harry Peterson, Patrick Burnham, David Teverbaugh, Richard Journagin, Gale Marie Jackson, Edward Cable, Carole Dangelo, Sophia Marks, Albert Shearer, and Rebecca Younk.

4. Why is there a Settlement?

Plaintiffs and the Defendant do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all Settlement Class Members because of the Settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Data Incident that occurred on or about August 1, 2021.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (1) Defendant and its respective officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (3) the Judge assigned to evaluate the fairness of the settlement; and (4) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, abiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* (a legal term that means "I do not wish to contend") to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at www.MorleySettlement.com or call the Claims Administrator's toll-free number at 1-xxx-xxx-xxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member, you may be able to recover the following Claimed Benefits and Automatic Benefit as part of the Settlement:

CLAIMED BENEFITS:

All Settlement Class Members must submit a valid and timely Claim Form to receive any or all of the following Claimed Benefits:

1. Out-of-Pocket Expense Claims

Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$2,500 per Settlement Class Member for their documented Out-of-Pocket Expenses that are reasonably traceable to the Data Incident.

These Out-of-Pocket Expenses include:

- (1) Unreimbursed losses relating to fraud or identity theft;
- (2) Professional fees including attorneys' and accountants' fees, and fees for credit repair services:
- (3) Costs associated with freezing or unfreezing credit with any credit reporting agency;
- (4) Credit monitoring costs that were incurred on or after August 1, 2021, that you attest were caused or otherwise incurred as a result of the Data Incident; and
- (5) Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

You must submit documentation of the Out-of-Pocket Expenses as part of your Out-of-Pocket Expense Claim. This may include receipts or other documentation and may not be "self-prepared." "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

2. Lost Time Claims

If you are a Settlement Class Members and you file a valid and timely Claim Form, you are eligible to receive payment for up to four (4) hours of time spent dealing with the Data Incident (calculated at the rate of \$20 per hour) if you attest on your Claim Form that the lost time claimed was spent as a result of the Data Incident.

3. California Claims

If you are a Settlement Class Member and you were a resident of California at the time of the Data Incident, you are eligible to receive \$75.00 if you file a valid and timely Claim Form. No documentation is required to be submitted with your claim to receive this benefit.

4. Credit Monitoring

All Settlement Class Members who did not previously claim credit and identity monitoring provided by IDX will be provided a new offer and activation code valid for 90 (ninety) days to claim 3-bureau credit monitoring for a three (year) period from the Month DD, 2022, the Effective Date of the Settlement.

5. Password Managing Service

Upon filing a Claim, Settlement Class Members will be sent activation codes valid for 90 (ninety) days to enroll in 1 (one) year of Kroll's "Dashlane" Password Managing Services (or a similar product).

AUTOMATIC BENEFITS:

All Settlement Class Members who previously claimed credit and identity monitoring provided by IDX are entitled to a minimum 3 (three) year extension of the term of their IDX monitoring. You do not need to submit a Claim Form to receive this benefit.

9. What may cause Settlement benefits to increase or decrease?

If any funds remain in the Settlement Fund after payment of all Settlement benefits, claims administration fees, attorneys' fees, costs, and service awards, the remaining funds will be used to extend Credit Monitoring to Settlement Class Members who have enrolled in Credit Monitoring as part of the Settlement. Any additional remaining funds will be used for a *pro rata* (a legal term that means equal share) increase of Lost-Time Claims, up to a maximum of \$160 per Settlement Class Member who filed a Lost-Time Claim.

If the Net Settlement Fund is insufficient to cover the payment for the credit monitoring services claimed by Settlement Class Members or automatically awarded, the duration of the credit monitoring will be reduced to exhaust the Settlement Fund and no Settlement Funds will be distributed to Claimants for Approved Claims for Out-of-Pocket Loss Payments, Lost Time Payments, or California Statutory Payments.

If the combined amount of all Out-of-Pocket Loss Payments, Lost Time Payments, California Statutory Payments, payments for Credit Monitoring, and payments for Password Monitoring Services exceeds the total amount of the Settlement Fund, then the value of the Out-of-Pocket Loss Payments to be paid to each Settlement Class Member with a Valid Claim will be reduced on a *pro rata* basis (equal share). The combined value of all payments for Out-of-Pocket Loss, Lost Time, California Statutory awards, Credit Monitoring, and Password Monitoring Services will not exceed

the Settlement Fund (after payment of all Settlement Administration Costs and Expenses, Attorneys' Fees, Expenses, and Service Awards).

10. How do I submit a claim for reimbursement of Out-of-Pocket Expenses, Lost-Time, the payment for residents of California, Credit Monitoring, and/or Password Managing Services?

Settlement Class Members seeking reimbursement for Out-of-Pocket Expense Claims, Lost-Time Claims, payment for California Claims, and/or Password Managing Services must complete and submit a Claim Form to the Claims Administrator by **Month Day, 2022**. Claim Forms can be submitted online at www.MorleySettlement.com or by mail. If by mail, the Claim Form must be **postmarked** by **Month Day, 2022**.

11. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Persons about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement in Section 6 describes the Releases, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.MorleySettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I make a claim for Settlement benefits?

To submit a claim for reimbursement for an Out-of-Pocket Expense Claim, Lost-Time Claim, payment for a California Claim, and/or Password Managing Services you must timely submit a valid Claim Form. Settlement Class Members seeking benefits under the Settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **Month Day, 2022**. Claim Forms may be submitted online at www.MorleySettlement.com or printed from the settlement website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-xxx-xxx-xxx or by writing to:

Morley Claims Administrator PO Box xxxx Portland, OR 972xx-xxxx

You do not need to submit a Claim Form to receive the Automatic Benefit of Credit Monitoring.

14. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-xxx-xxx-xxxx or by writing to:

Morley Claims Administrator PO Box xxxx Portland, OR 972xx-xxxx

15. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.MorleySettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Bryan L. Bleichner of Chestnut Cambronne PA as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed 33% of the Settlement Fund, or approximately \$1,419,000. They will also ask the Court to approve service awards for up to \$1,500 to each of the 15 Representative Plaintiffs for participating in this Litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at www.MorleySettlement.com before the deadline for you to comment or object to the Settlement.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting out" of the Settlement.

18. How do I get out of the Settlement?

To opt out of the Settlement, you must mail a written notice of intent to opt out. The written notice must be signed, include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

The opt out request must be **postmarked** and sent to the Claims Administrator at the following address by **Month Day, 2022**:

Morley Claims Administrator
Exclusions
PO Box xxxx
Portland, OR 972xx-xxxx

You cannot exclude yourself by telephone or by email.

19. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement.

20. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant and Released Persons and their Related Entities for the claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant, the Related Entities, or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees and costs. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and costs. To object, you must file timely written notice as provided below no later than **Month Day, 2022**, stating you object to the Settlement. The objection must include all the following additional information:

- (1) Your full name and address;
- (2) The case name and docket number, *Thomsen, et al. v. Morley Cos., Inc.*, Case No. 1:22-cv-10271-TLL-PTM (E.D. Mich.);
- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- (4) A written statement of all reasons for the objection, accompanied by any legal support for the objection you believe is applicable;
- (5) The identity of any and all counsel representing you in connection with the objection;
- (6) A statement whether you and/or your counsel will appear at the Final Fairness Hearing; and
- (7) Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form containing the case name and docket number (*Thomsen, et al. v. Morley Cos., Inc.*, Case No. 1:22-cv-10271-TLL-PTM (E.D. Mich.) must be filed with the Court by **Month DD, 20YY**, with copies to Class Counsel and Counsel for Defendant:

Court	CLASS COUNSEL	Counsel for Defendant
Hon. Thomas L. Ludington United State District Court Eastern District of Michigan United States Post Office Bldg. 1000 Washington Ave. Bay City, MI 48707	Bryan L. Bleichner CHESTNUT CAMBRONNE, PA 100 Washington Avenue South, Suite 1700 Minneapolis, MN 55401	Casie D. Collignon BAKER & HOSTETLER, LLP 1801 California Street Suite 4400 Denver, CO 80202

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 5 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

22. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **Month Day, 2022, at X:XX a.m.** before Judge Thomas L. Ludington and Magistrate Patricia T. Morris, at United State District Court, Eastern District of Michigan, United States Post Office Bldg., 1000 Washington Ave., Room 214, Bay City, MI 48708.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels' application for attorneys' fees, costs and expenses, and the service awards to the Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

<u>Note</u>: The date and time of the Final Fairness Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at www.MorleySettlement.com.

24. Do I have to attend to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

25. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself (opt out), you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Section 20 and specifically include a statement whether you and your counsel will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant, the Related Entities, or any of the Released Parties about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.MorleySettlement.com, by calling 1-xxx-xxx or by writing to:

Morley Claims Administrator PO Box xxxx Portland, OR 972xx-xxxx

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

EXHIBIT C

Must be postmarked or submitted online NO LATER THAN Month Day, 2022 MORLEY CLAIMS ADMINISTRATOR
PO BOX XXXX
PORTLAND, OR 972XX-XXXX
WWW.MORLEYSETTLEMENT.COM



Morley Settlement Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you were mailed a notice letter that your Private Information may have been compromised as a result of Morley's Data Incident occurring on or about August 1, 2021, then you are a Settlement Class Member.

The easiest way to submit a claim is online at www.MorleySettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one or more of these benefits:

Cash Reimbursement. Use this Claim Form to request money for one or more of the following:

- 1. **Out-of-Pocket Expense Claims.** By submitting a valid and timely Claim Form, you are eligible to receive reimbursement of up to \$2,500 for your documented Out-of-Pocket Expenses that are reasonably traceable to the Data Incident.
- 2. **Lost Time Claims.** You can be reimbursed for up to 4 hours of time, calculated at \$20 per hour, by attesting to the time was spent as a result of the Data Incident and providing a brief description of the actions taken in response to the Data Incident.
- 3. **California Statutory Payment.** If you are able to confirm you were a resident of California at the time of the Data Incident, you are eligible to receive \$75 in statutory compensation.
- 4. **Credit Monitoring.** By submitting a valid and timely Claim Form, if you did not previously claim the IDX credit and identity monitoring services you can be provided 3-bureau credit monitoring for a period of three years.
- 5. **Password Managing Services.** By submitting a valid and timely Claim Form, class members can enroll in one-year of Kroll's "Dashlane" password managing services (or similar product).

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

Please note: the Claims Administrator may contact you to request additional documents to process your claim.

For more information on the Settlement benefits, what documents you need to attach, how the Claims Administrator will decide whether to approve your payments, and for complete instructions visit

www.MorleySettlement.com

	Settlement benefits	s will be distributed only after the Settlement is approved by the Court.
		Your Information tion to contact you and process your claim. It will not be used for any other purpose. If any of information changes, you must promptly notify us by emailing XXX@XXXXX.com.
		First Middle Initial Last
1.	NAME:	
2.	MAILING ADDRESS:	Street Address
		Apt. No.
		City
		State
		Zip
3.	PHONE NUMBER:	
4.	EMAIL ADDRESS:	
5.	UNIQUE ID: (located on the notice mailed to you)	

Cash Payment: Out-of-Pocket Expense Claims

You can receive reimbursement for up to \$2,500 for documented Out-of-Pocket Expenses incurred as a result of the Data Incident.

You must submit documentation supporting your Out-of-Pocket Expense Claim and the costs incurred. This may include receipts or other documentation and may not be "self-prepared." "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Expense Types and Examples of Documents	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Unreimbursed losses relating to fraud or identity theft	\$	
	Date:	
Professional fees including attorneys' and accountants' fees, and fees for credit repair services	\$	
Topan services	Date:	
Costs associated with freezing or unfreezing credit with any credit reporting agency	\$	
agency	Date:	
Credit monitoring costs that were incurred on or after August 1, 2021, through the	\$	
date of claim submission	Date:	
Miscellaneous expenses such as notary, data charges (if charged based	\$	
on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute),	Date:	
and long-distance telephone charges		

Cash Payment: Lost Time
You may receive reimbursement for up to 4 hours of lost time compensated at \$20 per hour by providing a brief description of the actions you took and signing the attestation at the end of this Claim Form.
State the number of hours that were spent as a result of the Data Incident (up to four):
☐ By checking this box, I certify that any claimed lost time was spent related to the Data Incident.

California Claims

If you can confirm that you were a California resident at the time of the Data Incident, you are eligible to receive \$75 dollars in statutory compensation.

☐ I confirm under penalty of perjury I had a California mailing address at the time of the Data Incident.

Credit Monitoring Services

You may be eligible to receive three years of free, credit monitoring at all three national credit reporting agencies if you did not previously claim credit and identity monitoring through IDX.

If you wish to receive Credit Monitoring Services, please check the box below.

☐ Credit Monitoring: I want to receive free, three-bureau credit monitoring for three years.

If you select this option, you will be sent instructions and an activation code after the Settlement is final to your email address or home address. This benefit can be selected in addition to any other benefit to which the class member may be entitled on this form.

Password	Managing	, Services
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You may be eligible to receive one-year of Kroll's "Dashlane" password managing services (or similar product).
If you wish to receive Password Managing Services, please check the box below.
Password Management: I want to receive free, password management services for one year.
If you select this option, you will be sent instructions and an activation code after the Settlement is final to your email address or home address. This benefit can be selected in addition to any other benefit to which the class member may be entitled on this form.
How You Would Like to Receive Your Cash Payment
If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment (you could receive payment as an ACH direct deposit, prepaid debit card, or gift card using instructions which will be emailed to you). Checks must be cashed within 90 days.
Which do you prefer?
Check mailed to me
☐ Digital payment instructions emailed to the email address I provided on page 2
Signature
I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

Print Name:

I understand that I may be asked to provide more information by the Claims Administrator before my

Dated:

claim is complete.

Signature: